

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION**

In re:	§	
	§	Chapter 11
LOADCRAFT INDUSTRIES, LTD.	§	
	§	Case No. 21-11018-TMD
	§	
Debtor	§	

**SECOND STIPULATION BETWEEN LOADCRAFT INDUSTRIES, LTD., AND
WINDOW OPERATING, LTD.**

TO THE HONORABLE TONY M. DAVIS, UNITED STATES BANKRUPTCY JUDGE:

Loadcraft Industries, Ltd. (the “**Debtor**”) and Window Operating, Ltd. (“**Window**”) enter this Second Stipulation, as follows:

1. The Debtor and Window entered that certain “Sale and Leaseback Agreement” (the “Agreement”) dated effective May 1, 2021, a copy of which is attached as **Exhibit A**. The Agreement generally provides for the sale of certain real and property by the Debtor to Window and lease-back of such property to the Debtor.

2. In connection with the Agreement, the Debtor and Window also entered a “Lease Agreement” dated as of July 1, 2021, a true and correct copy of which is attached hereto as **Exhibit B**.

3. Window and the Debtor also entered a “Warranty Bill of Sale” dated July 8, 2021, a true and correct copy of which is attached hereto as **Exhibit C**.

4. The Lease Agreement contains a “Lessee’s Repurchase Option” in paragraph 18. The Repurchase Option (as defined therein) pursuant to this provision could be exercised by the Debtor on or before December 31, 2021.

5. The Debtor filed this bankruptcy proceeding on December 30, 2021 (the “Petition Date”). The Debtor contends that the Repurchase Option period was extended pursuant to 11 U.S.C. §108 to the date which is sixty (60) days from the Petition Date.

6. The Debtor and Window previously agreed that the deadline, if applicable, for the Debtor to exercise the Repurchase Option is and shall be extended through and including March 27, 2022. The Debtor and Window hereby agree to extend that date through and including April 1, 2022. This extension is without prejudice to any contention by Window that §108 is inapplicable to the Repurchase Option and that the Repurchase Option has expired, nor to any claims by the Debtor regarding, or relating to the Lease Agreement, Warranty Bill of Sale, or Sale and Leaseback Agreement, nor to the Debtor's rights, if any, to seek further extensions of the time period to exercise the Repurchase Option.

Respectfully submitted,

WALLER LANSDEN DORTCH & DAVIS, LLP

By: /s/ Mark C. Taylor

Eric Taube

State Bar No. 19679350

Mark Taylor

State Bar No. 19713225

William R. "Trip" Nix, III

State Bar No. 24092902

100 Congress Avenue, Suite 1800

Austin, Texas 78701

(512) 685-6400

(512) 685-6417 (FAX)

Email: Eric.Taube@wallerlaw.com

Mark.Taylor@wallerlaw.com

Trip.Nix@wallerlaw.com

*Attorneys for the Debtor and
Debtors in Possession*

BARRON & NEWBURGER, P.C.

By: /s/ Stephen W. Sather

Stephen W. Sather

State Bar No. 17657520

7320 N. Mopac Expressway, Suite 400

Austin, Texas 78731

Telephone: (512) 476-9103

Email: ssather@bn-lawyers.com

Attorneys for Window Operating, Ltd.

CERTIFICATE OF SERVICE

The foregoing was served on all persons on the attached list electronically via the Court's ECF system or via first class mail on March 23, 2022.

/s/ Mark C. Taylor

Mark C. Taylor

LIMITED SERVICE LIST

Debtor

Loadcraft Industries, LP
3811 N. Bridge St.
Brady, TX 76825

Government Entities
(not otherwise listed)

United States Trustee (*via ECF*)
Attn: Shane Tobin
903 San Jacinto, Room 230
Austin, TX 78701

Brown County Appraisal District
403 Fisk Avenue
Brownwood, TX 76801

Secured Creditors

Alphonso Energy LLC
1211 Challenger
Lakeway, TX 78734

20 Largest Unsecured Creditors

American Block Mfg Co Inc
P.O. Box 301442
Dallas, TX 75303

American Express
P.O. Box 650448
Dallas, TX 75265-0448

Dell Financial Services
Dell Financial Services
Payment Processing Center
Carol Stream, IL 60197-6547

Donald E. Harman Co. Inc.
421 Industrial Dr.
Richardson, TX 75081

Fox NDE, LLC.
P.O. Box 5088
Abilene, TX 79608

Health Care Service Corp.
P.O. Box 731428
Dallas, TX 75373-1428

Internal Revenue Service
PO Box 7346
Philadelphia, PA 19101-7346

Intsel Steel/Triple-S Steel
P.O. Box 301212
Dallas, TX 75303-1212

McCulloch County Appraisal
District
306 W. Lockhart
Brady, TX 76825

Metals USA
101 E Illinois Ave
Enid, OK 73701

Polyglass Coating
1616 N. Main Street
Pearland, TX 77581

Single Source Inc
8141 Gateway Dr
Suite 210
Argyle, TX 76226-5736

Stewart & Stevenson Power
P.O. Box 301063
Dallas, TX 75303-1063

T&W Tire
P.O. Box 258859
Oklahoma City, OK 73125-8859

Texas Comptroller of Public
Accounts
Revenue Accounting Div.-
Bankruptcy Sec.
P.O. Box 13528 Capitol Station
Austin, TX 78711

Texas Workforce Commission
TWC Building-Regulatory
Integrity Div
101 E. 15th St.
Austin, TX 78778

Toyota Financial Services
P.O. Box 2431
Carol Stream, IL 60132

U.S. Department of Labor - Wage
and Hour
Southwest Regional Office
Federal Building
525 S. Griffin St., Ste. 800
Dallas, TX 75202

United Engines
P.O. Box 731594
Dallas, TX 75373-1594

Willbanks Metals Inc.
1155 N.E. 28th Street
Fort Worth, TX 76106

Parties Requesting Service

Robert B. Wagstaff (*via ECF*)
McMahon Surovik Suttle P.C.
P.O. Box 3679
Abilene, Texas 79604

Katherine J. Walters
Sheldon E. Richie (*via ECF*)
Richie & Gueringer, P.C.
100 Congress Ave., Suite 1750
Austin, TX 78701

Texas Workforce Commission
c/o Callan C. Searcy (*via ECF*)
Assistant Attorney General
Bankruptcy & Collections Division
MC 008
P.O. Box 12548
Austin, TX 78711-2548

Tara LeDay (*via ECF*)
McCreary, Veselka, Bragg & Allen
P.O. Box 1269
Round Rock, TX 78680

Stephen W. Sather (*via ECF*)
Gregory M. Friedman (*via ECF*)
BARRON & NEWBURGER, P.C.
7320 N. MoPac, Suite 400
Austin, TX 78731

Stephen A. Roberts (*via ECF*)
Stephen Roberts, P.C.
1400 Marshall Ln
Austin, TX 78703

EXHIBIT A

SALE AND LEASEBACK AGREEMENT

This Sale and Leaseback Agreement ("**Agreement**") is made and entered into effective May 1, 2021 (the "**Effective Date**"), between **LOADCRAFT INDUSTRIES, LTD.**, a limited partnership organized and existing under the laws of the State of Texas, with its principal office located at 3811 North Bridge Street, McCullough County, Brady, TX 76825 ("**Seller**"), and **WINDOW OPERATING, LTD.**, a limited partnership organized and existing under the laws of the State of Texas with its principal office located at Coleman County, Texas ("**Buyer**"). Seller and Buyer may each be referred to herein as a "**Party**" and collectively as the "**Parties**".

RECITALS

WHEREAS, Seller has entered into a contract with Buyer for the acquisition of the certain personal property and real property owned and operated by Buyer.

WHEREAS, Seller and Buyer desire that Seller, as owner of real property located in Brown County, Texas, as more particularly described below, and the improvements thereon, shall convey the real property, improvements and certain personal property assets to Buyer and that, thereupon, Buyer shall lease the premises and personal property assets back to Seller, all in accordance with the terms and conditions set forth below.

WHEREAS, Seller shall also convey certain personal property assets to Buyer, as set out by list and being more particularly described below, and that, thereupon, Buyer shall lease such assets, equipment, tools, fixtures, computers and any other manufacturing assets as necessary for the continued operation of Seller back to Seller, all in accordance with the terms and conditions set forth below.

NOW THEREFORE, for and in consideration of the mutual promises, covenants, and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Purchase and Sale. Seller agrees to sell and convey to Buyer and Buyer agrees to purchase from Seller, upon the terms and conditions hereinafter set forth, all right, title, and interest of Seller in and to the following (collectively referred to herein as the "**Property**") so that Buyer will own the entire Property outright and in fee simple:

(a) All that certain lot, piece, or parcel of land commonly known as 1001 Gifford, Brownwood, Texas 76801, an office/warehouse facility owned and operated by Seller, and being a 40.11 acre tract of land out of and part of the William H. Irion Survey No. 52, Abstract No. 537 situation in the City of Brownwood, Brown County, Texas; and being the same tract described in a deed recorded in Volume 1641, Page 474 of the Official Public Records of Brown County, Texas (collectively, the "**Land**");

(b) All buildings and improvements located on the Land and all of Seller's right, title, and interest in and to any and all fixtures attached thereto (collectively, the "**Improvements**");

Sale and Leaseback Agreement

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(c) All equipment, machinery, apparatus, appliances, intellectual property, and other articles of personal property used in connection with the operation of the seller's business including all equipment, tools, materials, fixtures, contractual rights, titles, computer information, to the extent any of same are owned by Seller (collectively, the "Assets"). All such Assets are free and clear of liens and encumbrances or will be upon the funding of this agreement. The list, in part, of the equipment, tools, materials and fixtures is attached hereto as Exhibit "A" and incorporated herein by reference. Notwithstanding Exhibit "A" it is agreed that the conveyance includes all equipment presently owned by Seller in Brown County, Texas, McCullough County, Texas or elsewhere.

(d) All rights appurtenant to the Land, if any, including without limitation, any strips and gores abutting the Land, and any land lying in the bed of any street, road, or avenue in front of, or adjoining the Land, to the center line thereof; and

(e) All other rights, privileges, easements, licenses, appurtenances, and hereditaments relating to the Property.

2. **Purchase Price.** The total purchase price shall be One Million five hundred sixty six thousand eight dollars and 99/100 cents (\$1,566,008.99), payable by Buyer to Seller on the date of closing via wire transfer as directed by Seller (the "**Purchase Price**").

Allocation of Sale Price as follows:

1001 Gifford St, Brownwood TX 76801:	\$1,200,000.00
All Other Personal Property:	<u>\$ 366,008.99</u>
Total:	\$1,566,008.99

3. **Liens and Encumbrances.** The Property is to be sold and conveyed subject to the following:

(a) Zoning and building regulations, ordinances and requirements adopted by any government or municipal authority having jurisdiction, and amendments and additions to such regulations, ordinances and requirements, now in force and effect, that relate to the Land and Improvements;

(b) All visible and apparent easements or uses and all underground easements or uses, the existence of which arise by unrecorded grant or by us;

(c) Any portion of the subject property lying within the boundaries of a public or private roadway;

(d) A Modification and Renewal of Third Lien Deed of Trust to Secure Performance in favor of AJS World Wide, S.A. de C.B. executed near in time or contemporaneously with the closing contemplated by this transaction.

Sale and Leaseback Agreement

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Apart from the foregoing, the Property is to be sold and conveyed free and clear of all other liens and encumbrances.

4. **Title Insurance Policy.** Seller shall deliver to Buyer at the closing a title insurance policy on 1001 Gifford Street for \$1,000,000, insuring the interest of Buyer as fee owner of the Land, subject, however, to the matters set forth in this Agreement and the usual standard exceptions of the Title Company issuing the policy. Seller shall use its best efforts to have the policy provide that there are no restrictions of record which contain reversions or forfeitures.

5. **Outstanding Assessments, Taxes, etc.** All outstanding property tax assessments shall be settled at closing. Property taxes for 2020 and prior years shall be paid by Seller. Property taxes for 2021 will not be prorated at closing as the Seller is agreeing to pay 2021 taxes as part of the Leaseback agreement described herein.

6. **Agreement Regarding Lien Encumbrance.** It is understood that Seller represents that it is the owner of the Land however there is an existing lien described above in paragraph 3(d), that will need to be settled by Seller after closing and that Buyer purchases this land with full knowledge of this existing lien described in Paragraph 3(d). Notwithstanding the foregoing, Seller warrants and represents that it will fully discharge such lien and if seller fails to discharge the lien, the Seller shall be liable for all damages caused by such breach, including the amount necessary to discharge the lien or the fair market value of any property lost to foreclosure of such lien.

7. **Seller's Warranties.** Seller represents and warrants that it has authority to sell the property herein described, that the person executing this instrument and any instrument of conveyance is authorized to execute such instruments, and that the personal property herein conveyed, including those items described in the attached Exhibit A, are now and shall hereinafter remain personal property and that they are not and will not become fixtures or attachments to real property as those terms are defined by Texas law.

8. **Buyer's Warranties.** Buyer represents and warrants to Seller that Buyer has full power and authority to execute and deliver this Agreement and to perform and carry out all of the covenants and obligations to be performed and carried out by Buyer hereunder. The execution and delivery of this Agreement and the performance by Buyer of all its obligations hereunder have been duly authorized by all necessary action on the part of Buyer, constitute a legal, valid, and binding obligation of Buyer, enforceable against Buyer, and do not conflict with or violate any agreement, judgment, order, lease, or other contract to which Buyer is a party or by which it is bound.

9. **Deed and Bill of Sale.** The real property conveyed shall by a Special Warranty Deed subject only to current taxes for the year 2021 and those permitted exceptions set forth in Paragraph 3 above. The personal property conveyed shall be by Special Warranty Bill of Sale, shall be free and clear of any encumbrance, but will provide that such property is sold "As Is."

10. **Closing.** Closing shall be held at the office of Brown County Abstract 201 S. Broadway Brownwood TX 76801 at such time as Buyer may designate on notice to Seller. Closing costs charged by the Title Company shall be paid by Seller, unless the Parties agree otherwise in

Sale and Leaseback Agreement

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a writing signed and executed by the Parties. Except as provided in this Agreement, each Party shall pay its own attorneys' fees. At closing, the parties agree that the closing/escrow agent shall withhold from the sales proceeds the sum of \$110,290.58, which shall be given to the Buyer as six month prepayment for the financial obligation due under the leaseback contemplated below.

11. Leaseback. At the closing, and immediately after Buyer shall receive a deed to the premises from Seller, Buyer, as lessor, shall enter into a lease of the Land, Improvements and Assets with Seller as lessee, which lease shall be in the form and substance of that attached as **Exhibit "B"** and incorporated by reference (the "**Lease**"). The form of the Lease shall be completed at the closing as follows: the date of the Lease shall be the date of the closing of title; and the commencement date of the initial term of the Lease shall be July 1, 2021. The Lease shall include an exclusive right of first refusal and repurchase option in favor of Lessee, on the terms and conditions set forth in the Lease.

12. Notices. Any notice to be given by any Party under this Agreement shall be sent by registered or certified mail to the others at the addresses set forth in the lease attached hereto as Exhibit B, or at such other address as may subsequently be designated in writing by such Party.

13. Entire Agreement. This Agreement constitutes the entire agreement of the Parties and may not be changed or modified except by an agreement in writing signed by the Parties.

14. Counterparts. This Agreement may be executed by the Parties in separate counterparts, each of which when so executed and delivered shall be an original for all purposes, but all such counterparts shall together constitute but one and the same instrument.

15. Legal Construction. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context otherwise requires. The agreements contained herein shall not be construed in favor of or against either Party, but shall be construed as if all Parties prepared this Agreement. The paragraph headings herein are used only for the purposes of convenience and shall not be deemed to limit the subject of the paragraphs hereof. Whenever any action must be taken (including the giving of notices) under this Agreement during a certain time period (or by a particular date) that ends or occurs on a non-business day, then such period (or date) shall be extended until the next succeeding business day. As used herein, the term "business day" shall be deemed to mean any day other than a Saturday, a Sunday, or a legal holiday on which national banks are not open for business in the State of Texas.

16. Disclosure Statement and Acknowledgment. Legal instruments involved herein have been prepared for Seller by the law firm of McMahon Surovik Suttle, PC. The Buyer acknowledges that McMahon Surovik Suttle, PC has acted as counsel to Seller and has not, in any manner, undertaken to assist or render legal or tax advice to the Buyer with respect to this Agreement, or any documents or instruments being executed in connection therewith to Buyer or any other party. Buyer further acknowledge that Buyer is aware that Buyer is free to obtain their own legal counsel and/or tax advisor to advise them regarding this Agreement and the documents prepared in connection therewith.

Sale and Leaseback Agreement



17. **Waiver.** Seller agrees that this Sales and Leaseback Agreement shall not be viewed or treated as a loan transaction. Seller further agrees and stipulates that this transaction is a commercial real estate transaction and that truth-in-lending laws and usury laws do not apply. Also, Seller stipulates and agrees that this Sale and Leaseback transaction shall not be viewed as a contract for deed or executory contract for the conveyance of real property and the laws applying to such transactions, including Texas Property Code § 5.061 *et seq.*, do not apply to this transaction. To the extent that any portion of this transaction could be covered by usury, truth-in-lending laws or laws relating executory contracts for the conveyance of real property, such laws, including all rights, remedies and benefits thereunder benefiting the Seller, are hereby knowingly and intentionally waived. In the event that anyone should bring claims against the Buyer arising out of these laws, Seller does hereby agree to fully defend and indemnify Buyer against such claims. Buyer is relying upon Seller's assurances and promise that these laws do not apply and will not be used against the Buyer in the future, and the Seller agrees and acknowledges that the Buyer would not have entered into this transaction absent such assurances.

In witness whereof, each Party to this Agreement has caused it to be executed on the date indicated below.

SELLER:

LOADCRAFT INDUSTRIES, LTD.,
a Texas limited partnership.

BY: BRADY PLANT OPERATORS
General Partner of Loadcraft Industries, Ltd

By: _____

Name: _____

Title: _____

Date: _____

BUYER:

WINDOW OPERATING, LTD.,
a Texas limited partnership.

BY: OAK TREE ENTERPRISES, LLC,
General partner of Window Operating, Ltd.

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT B

LEASE AGREEMENT

This Lease Agreement ("**Agreement**"), dated as of July 1, 2021 is entered into by and between **WINDOW OPERATING, LTD.**, a limited partnership organized and existing under the laws of the State of Texas with its principal office located in Coleman County, Texas ("**Lessor**") and **LOADCRAFT INDUSTRIES, LTD.**, a limited partnership organized and existing under the laws of the State of Texas, with its principal office located at 3811 North Bridge Street, McCullough County, Brady, TX 76825 ("**Lessee**").

DEFINITIONS. As used herein, the following terms shall have the meanings set forth below:

"**Applicable Term**" means the Initial Term and any renewal or extension thereof.

"**Assignee**" means any party to whom Lessor assigns Lessor's rights to this Agreement.

"**Casualty**" means any event upon which any item(s) of Property are condemned, taken, lost, destroyed, stolen or damaged beyond repair.

"**Claims**" means any and all claims, actions, suits, proceedings, costs, expenses (including court costs and reasonable attorneys' fees), damages, obligations, penalties, injuries and liabilities, including actions based on Lessor's strict liability in tort.

"**Default**" means any of the events of default described in Section 13 of this Agreement.

"**Imposition**" means each license fee, assessment, and sales, use, property, excise and other tax.

"**Rent**" means the amounts payable by Lessee to Lessor for the Property.

NOW THEREFORE, for and in consideration of the mutual promises, covenants, and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Lease of Property.** This Agreement sets forth the terms and conditions which apply to the lease from Lessor to Lessee of the following items of real and personal property (collectively referred to herein as the "**Property**"):

(a) All that certain lot, piece, or parcel of land commonly known as 1001 Gifford, Brownwood, Texas 76801, an office/warehouse facility being a 11.596 acre tract out of 40.11 acre tract of land out of and part of the William H. Irion Survey No. 52, Abstract No. 537 situated in the City of Brownwood, Brown County, Texas (collectively, the "**Land**");

(b) All equipment, machinery, apparatus, appliances, intellectual property, and other articles of personal property referenced in the Sale and Leaseback Agreement between Lessor and Lessee.

2. **Term.** This Agreement shall be effective upon the execution hereof by both parties, and shall continue until the full performance of all terms hereunder. The Initial Term shall be for a period of Six (6) consecutive months, commencing on July 1, 2021 and ending on December 31, 2021. At which time this agreement and all obligations and rights associated shall terminate.

3. **Acceptance.** The Property is unconditionally accepted under this Agreement on the date Lease Agreement

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Lessee gives Lessor such acceptance in writing. Lessee shall accept the Property as soon as they are delivered, if delivery is necessary.

4. **Rent.** As Rent for the Property, Lessee agrees to pay Lessor the sum of eighteen thousand one hundred thirty-eight and 25/100 dollars (\$18,138.25). Lessee is not entitled to abate or reduce rent or any other amounts due, or to set off any charges against those amounts. Lessee is not entitled to claim or assert any recoupments, cross-claims, counterclaims or any other defenses to any Rent payments or other amounts due hereunder, whether those defenses arise out of claims by Lessee against Lessor, this Agreement, any attachment, exhibit or otherwise.

Rent shall be allocated as follows:

(a) 1001 Gifford Street: \$ 15,186.58 (Real Property Only)

(b) Personal Property: \$ 2,951.67 **

** Note the rental of the personal property is subject to Texas Sales and Use Tax and will be assessed at 8.25% on each monthly rental charge in the amount of \$243.51

For the full term of the Lease, Lessee shall pay to Lessor a total of \$110,290.58, which shall be paid in advance at closing of the Sales and Lease Back Agreement between Lessor and Lessee.

5. **Equipment Return Requirements.** On or before the termination of this Agreement, Lessee shall return the Property in accordance with Lessor's guidelines and surrender such Property to Lessor. All Property shall be returned to Lessor in the same condition and working order as when accepted by Lessee, reasonable wear and tear excepted.

6. **Equipment Use and Maintenance.** Lessee is solely responsible for the operation and maintenance of the Property and all costs related thereto. Lessee shall at all times operate and maintain the Property in good operating order, repair, condition and appearance, normal wear and tear excepted, and in accordance with its manufacturer's specifications and recommendations. On reasonable prior notice to Lessee, Lessor and Lessor's agents shall have the right, during Lessee's business hours, to enter the premises where the Property is located for the purpose of inspecting the Property and observing such use.

7. **Equipment Ownership; Attachments; Location.** Lessor is the sole owner of the Property and has sole title thereto. Lessee covenants that it will not pledge or encumber the Property or Lessor's interest in the Property in any manner whatsoever, nor permit any liens to be attached thereto (other than liens arising directly through Lessor). Lessee shall not make any representation to any third-party inconsistent with Lessor's sole ownership of the Property. The Equipment shall remain Lessor's personal property whether or not affixed to realty and shall not become or be made to become a part of any real property on which it is placed without Lessor's prior written consent. All additions, attachments and accessories placed on the Property become a part thereof and Lessor's property.

8. **Insurance.** Lessee agrees to keep the Property insured at Lessee's expense against all risks of loss, including theft or damage from any cause whatsoever. Lessee agrees that such insurance shall name Lessor as a loss payee, with a full waiver of warranties and provide coverage not less than the then-current fair market value of the Property. Lessee also agrees that it shall carry public liability insurance in an amount consistent with prudent business practices and customary to Lessee's industry. Each policy shall provide that the insurance cannot be canceled without at least thirty (30) days' prior written notice to Lessor. Upon request by Lessor, Lessee agrees to furnish proof of insurance coverage, including a certificate of insurance and a copy of the policy. If Lessee fails to provide Lessor with such

Lease Agreement

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evidence, then Lessor will have the right, but not the obligation, to have such insurance protecting Lessor placed at Lessee's expense. Lessee's expense shall include a full premium paid for such insurance and any customary charges, costs or fees of Lessor. Lessee agrees to pay such amounts upon demand.

9. **Risk of Loss.** In the event of any Casualty during the term of the Lease, Lessee shall repair or replace in damage property with like kind repair or replacement.

10. **Property Taxes.** Lessor shall be responsible for all Property Taxes associated with both the real and personal property to the individual counties where those assets reside. Lessor hereby agrees to pay all ad valorem taxes due on or before the due date in January of 2022.

11. **DISCLAIMER OF WARRANTIES AND LESSEE WAIVERS.** LESSEE LEASES THE PROPERTY FROM LESSOR "AS IS" AND "WHERE IS," LESSEE HEREBY AGREES THAT: EXCEPT AS TO QUIET ENJOYMENT, LESSOR MAKES ABSOLUTELY NO WARRANTIES, EXPRESS OR IMPLIED TO LESSEE; LESSOR SHALL NOT BE LIABLE FOR ANY FAILURE OF ANY PROPERTY OR ANY DELAY IN ITS DELIVERY OR INSTALLATION OR ANY BREACH OF ANY WARRANTY THAT SELLER MAY HAVE MADE; LESSEE HAS SELECTED ALL PROPERTY WITHOUT LESSOR'S ASSISTANCE; LESSOR IS NOT A MANUFACTURER OF ANY OF THE EQUIPMENT; LESSOR SHALL HAVE NO LIABILITY TO LESSEE, LESSEE'S CUSTOMERS, OR ANY THIRD PARTIES FOR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT OR ANY SCHEDULE OR CONCERNING ANY PROPERTY, OR FOR ANY DAMAGES BASED ON STRICT OR ABSOLUTE TORT LIABILITY OR LESSOR'S NEGLIGENCE; LESSEE'S SOLE RECOURSE FOR ANY AND ALL CLAIMS AND WARRANTIES RELATING TO THE PROPERTY SHALL BE AGAINST SELLER. LESSEE WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE (INCLUDING LESSEE'S RIGHTS, CLAIMS AND DEFENSES UNDER UCC ARTICLE 2A SECTIONS 508 to 522) AND ANY RIGHTS NOW OR HEREAFTER CONFERRED BY STATUTE OR OTHERWISE THAT MAY LIMIT OR MODIFY LESSOR'S RIGHTS AS DESCRIBED IN THIS SECTION OR OTHER SECTIONS OF THIS AGREEMENT.

12. **Lessee Warranties.** Lessee represents, warrants and covenants to Lessor that: (a) all items of Property are leased for business purposes only and not for personal, family or household purposes; (b) Lessee is duly organized, validly existing and in good standing under applicable law; (c) Lessee has the power and authority to enter into this Agreement; (d) this Agreement is enforceable against Lessee in accordance with its terms and do not violate or create a default under any instrument or agreement binding on Lessee; (e) there are no pending or threatened actions or proceedings before any court or administrative agency which could have a material adverse effect on Lessee, unless such actions are disclosed to Lessor and consented to in writing by Lessor; (f) Lessee shall comply in all material respects with all laws and regulations the violation of which could have a material adverse effect upon the Property or Lessee's performance of its obligations hereunder; (g) this Agreement shall be effective against all creditors of Lessee under applicable law, including fraudulent conveyance and bulk transfer laws, and shall raise no presumption of fraud; (h) financial statements and other related information furnished by Lessee shall be prepared in accordance with generally accepted accounting principles and shall fairly present Lessee's financial position as of the dates given on such statements; (i) Equipment is tangible personal property and shall not become a fixture or real property under Lessee's use thereof; and (j) there has not been a material adverse change in the general affairs, management, results of operations, condition (financial or otherwise) or prospects of Lessee, whether or not arising from transactions in the ordinary course of business.

Lease Agreement

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13. **Default.** Any of the following shall constitute a Default under this Agreement: (a) Lessee fails to pay any Rent payment or any other amount payable to Lessor hereunder when due; or (b) Lessee defaults on or breaches any of the other material terms and conditions of this Agreement; or (c) any representation or warranty made by Lessee proves to be incorrect in any material respect when made or reaffirmed; or (d) Lessee becomes insolvent or fails generally to pay its debts as they become due; or (e) the Property is levied against, seized or attached and the same is not bonded against, released or stayed within ten (10) days; or (f) Lessee makes an assignment for the benefit of creditors, whether voluntary or involuntary; or (g) a proceeding under any bankruptcy, reorganization, arrangement of debt, insolvency or receivership law is filed by or against Lessee or Lessee takes any action to authorize any of the foregoing matters and, if filed against Lessee, is not dismissed within ninety (90) days; or (h) any letter of credit, guaranty, surety bond or like instrument issued in support of this Agreement is revoked, breached, canceled or terminated; (i) any guarantor, surety or like third-party obligor under this Agreement fails to fulfill any of the obligations of Lessor which it agreed to perform; or (j) in the good faith, reasonable commercial judgment of Lessor, there has occurred or will likely occur a material adverse change in the general affairs, management, results of operations, condition (financial or otherwise) or prospects of Lessee, whether or not arising from transactions in the ordinary course of business, or in Lessee's or any such third-party obligor's willingness or ability to perform under this Agreement.

14. **Remedies.** If a Default occurs, Lessor may, in its sole discretion, exercise one or more of the following remedies, without notice of election and without demand: (a) terminate this Agreement; (b) take possession of, or render unusable, any Property wherever the Property may be located, without demand or notice, without any court order or other process of law and without liability to Lessor for any damages occasioned by such action, and no such action shall constitute a termination of this agreement; or (c) require Lessee to deliver the Equipment to a commercially reasonable location specified by Lessor; or (d) declare the remaining and unpaid Rent to be due and payable as liquidated damages for loss of a bargain and not as a penalty; or (e) proceed by court action to enforce performance by Lessee of this Agreement and/or to recover all damages and expenses incurred by Lessor by reason of any Default; or (f) terminate any other agreement that Lessor may have with Lessee; or (g) exercise any other right or remedy available to Lessor at law or in equity. Lessee shall pay Lessor all costs and expenses that Lessor may incur to maintain, safeguard or preserve the Property, and other expenses incurred by Lessor in enforcing any of the terms, conditions or provisions of this Agreement (including reasonable legal fees and collection agency costs). These remedies are cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time.

15. **Performance of Lessee's Obligations.** If Lessee fails to perform any of its obligations hereunder, Lessor may perform any act or make any payment that Lessor deems reasonably necessary for the maintenance and preservation of the Property and Lessor's interests therein; provided that the performance of any act or payment by Lessor shall not be deemed a waiver of, or release Lessee from, the obligation at issue. All sums so paid by Lessor, together with expenses (including reasonable legal fees and costs) incurred by Lessor in connection therewith, shall be considered Rent, and shall be, without demand, immediately due and payable to Lessor by Lessee.

16. **Assignment.** Neither Party shall assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed. Any purported assignment or delegation in violation of this Section 16 shall be null and void. No assignment or delegation shall relieve the assigning or delegating Party of any of its obligations hereunder unless the non-assigning or non-delegating Party enters into a novation releasing the assigning or delegating Party of its obligations under this Agreement.

Lease Agreement

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17. **Lessee's Right of First Refusal.**

(a) If, during the Applicable Term, Lessor decides to sell the Property (a "**Proposed Transfer**"), Lessee shall have a right of first refusal to acquire the Property in accordance with this Section 17, and Lessor shall not consummate the sale unless Lessor shall first deliver to Lessee a notice (the "**First Refusal Notice**") setting forth: (i) the identify of the proposed purchaser (the "**Offeree**"); (ii) the sale price and each of the material financial terms of the proposed transaction (the "**Purchase Terms**"); and (c) the proposed closing date of the Proposed Transfer (the "**Closing Date**").

(b) Lessee shall, for the remainder of the Applicable Term (the "**ROFR Response Period**"), have the exclusive right to purchase the Property for the sum of One Million Seven Hundred Seventy One Thousand one hundred and fifty two and NO/100 Dollars (\$1,766,008.99) (the "**Option Price**"), by so notifying Lessor before 5:00 p.m. on the last day of the ROFR Response Period, whereupon Lessee shall be bound to purchase from Lessor, and Lessor shall be bound to sell to Lessee, the Property for the Option Price. Lessor and Lessee shall promptly execute a purchase and sale agreement to sell the Property to Lessee for the Option Price and upon other terms typical to commercial real estate and asset transactions in Brown County, Texas, except that the Lessee as Buyer shall pay for title insurance if it is desired.

(c) Upon the completion of such purchase, unless Lessee shall elect to have its leasehold and fee interest in the Property not merge and to keep this Lease in effect, this Agreement and all obligations and liabilities of Lessor and Lessee hereunder shall terminate, except for those obligations which by their terms survive the termination hereof.

18. **Lessee's Repurchase Option.** Lessor, for the consideration expressed in this Agreement, grants to Lessee an exclusive option to purchase the Property for the Option Price, to be exercised before the end of the Applicable Term of this Agreement (the "**Repurchase Option**"). To exercise such Repurchase Option, Lessee must, before the end of the Applicable Term, give written notice to Lessor, in the manner required by this Agreement, of Lessee's election to exercise the Repurchase Option. If the Repurchase Option is exercised, the closing shall occur within 60 days of the date it is exercised and the transaction shall be upon terms typical to commercial real estate and asset transactions in Brown County, Texas, except that the Lessee as Buyer shall pay for title insurance if it is desired. If the Repurchase Option is exercised, and closing occurs after the last day of the Applicable Term, then between the end of the Applicable Term of this Agreement and the date of closing, this Agreement shall be deemed to be extended, including Lessee's obligation to pay Rent until closing on a prorate basis. Upon the completion of such purchase, this agreement and all obligations and liabilities of Lessor and Lessee hereunder shall terminate, except for those obligations which by their terms survive the termination hereof.

19. **Further Assurances.** Lessee shall promptly execute and deliver to Lessor such further documents and take such further action as Lessor may require in order to more effectively carry out the intent and purpose of this Agreement.

20. **Survival.** All representations, warranties and covenants made by Lessee hereunder shall survive the termination of this Agreement and shall remain in full force and effect. All of Lessor's rights, privileges and indemnities, to the extent they are fairly attributable to events or conditions occurring or existing on or prior to the termination of this Agreement, shall survive such termination and be enforceable by Lessor and Lessor's successors and assigns.

21. **WAIVER OF JURY TRIAL. LESSEE AND LESSOR HEREBY EXPRESSLY WAIVE ANY RIGHT TO DEMAND A JURY TRIAL WITH RESPECT TO ANY ACTION OR PROCEEDING INSTITUTED BY LESSOR OR LESSEE IN CONNECTION WITH THIS AGREEMENT.**

Lease Agreement

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22. **Captions; Counterparts; Lessor's Affiliates.** The captions contained in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

23. **Miscellaneous.** This Agreement shall be governed by the internal laws (as opposed to conflicts of law provisions) of the state of Texas. If any provision of this Agreement shall be prohibited by or invalid under any law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Lessor and Lessee consent to the jurisdiction of any local, state or federal court located within the county of Brown, state of Texas, and waive any objection relating to improper venue or forum non conveniens to the conduct of any proceeding in any such court. This Agreement and the Sale and Leaseback Agreement constitute the entire agreement between Lessor and Lessee relating to the leasing of the Property, and supersede all prior agreements relating thereto, whether written or oral, and may not be amended or modified except in a writing signed by the parties hereto. Any failure of Lessor to require strict performance by Lessee, or any written waiver by Lessor of any provision hereof, shall not constitute consent or waiver of any other breach of the same or any other provision hereof.

24. **Counterparts.** This Agreement may be executed by the Parties in separate counterparts, each of which when so executed and delivered shall be an original for all purposes, but all such counterparts shall together constitute but one and the same instrument.

25. **Legal Construction.** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context otherwise requires. The agreements contained herein shall not be construed in favor of or against either Party, but shall be construed as if all Parties prepared this Agreement. The paragraph headings herein are used only for the purposes of convenience and shall not be deemed to limit the subject of the paragraphs hereof. Whenever any action must be taken (including the giving of notices) under this Agreement during a certain time period (or by a particular date) that ends or occurs on a non-business day, then such period (or date) shall be extended until the next succeeding business day. As used herein, the term "business day" shall be deemed to mean any day other than a Saturday, a Sunday, or a legal holiday on which national banks are not open for business in the State of Texas.

26. **Disclosure Statement and Acknowledgment.** Legal instruments involved herein have been prepared for Lessee by the law firm of McMahon Surovik Suttle, PC. The Lessor acknowledges that McMahon Surovik Suttle, PC has acted as counsel to Lessee and has not, in any manner, undertaken to assist or render legal or tax advice to the Lessor with respect to this Agreement, or any documents or instruments being executed in connection therewith to Lessor or any other party. Lessor further acknowledge that Lessor is aware that Lessor is free to obtain their own legal counsel and/or tax advisor to advise them regarding this Agreement and the documents prepared in connection therewith.

IN WITNESS WHEREOF, LESSOR AND LESSEE HAVE EXECUTED THIS AGREEMENT
AS OF THE DATE SPECIFIED BELOW.

LESSEE:
LOADCRAFT INDUSTRIES, LTD.,
a Texas limited partnership.

BY: BRADY PLANT OPERATORS
General Partner of Loadcraft Industries, Ltd

LESSOR:
WINDOW OPERATING, LTD.,
a Texas limited partnership.

BY: OAK TREE ENTERPRISES, LLC,
General partner of Window Operating, Ltd.

Lease Agreement

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By: Terry McIver

Name: Terry McIver

Title: PRESIDENT

Date: 7/8/21

By: Mike Ray

Name: Mike Ray

Title: President

Date: 7-8-2021

EXHIBIT C

Warranty Bill of Sale

Seller's

Loadcraft Industries LTD

3811 M Bridge

Brady TX 76825

325.597.2911

Buyer's

Window Operating LTD

1076 US Highway 283

Coleman, TX 76834

Seller hereby sells to Buyer the following:

(a) All equipment, machinery, apparatus, appliances, intellectual property, and other articles of personal property used in connection with the operation of the seller's business including all equipment, tools, materials, fixtures, contractual rights, titles, computer information, to the extent any of same are owned by Seller (collectively, the "Assets"). All such Assets are free and clear of liens and encumbrances or will be upon the funding of this agreement. The list, in part, of the equipment, tools, materials and fixtures is attached hereto as Exhibit "A" and incorporated herein by reference

(b) All other rights, privileges, easements, licenses, appurtenances, and hereditaments relating to the Property.

For the sum of \$370,403.00 payment in the form of cash.

I the undersigned hereby swear or affirm that I the seller of the items described herein and the information provided in this bill of sale is True and Correct to the best of my knowledge.

Signature of Seller



Date: 07/08/2021

Signature of Buyer:



Date: 07/08/2021

Loadcraft Industries, Ltd. **Fixed Assets as of 05/31/21** **Exhibit A**

Brown County - 1001 Gifford Street

Asset Description	Date Acquired	Cost	Net Book Value
Building - Brownwood	1/1/2007	1,658,849.34	1,045,768.29
LAND - Brownwood	1/1/2007	120,901.08	120,901.08
South Hampton Homes	10/16/2014	97,218.00	-
PLANT	3/31/2007	12,246.84	-
PLANT	3/27/2007	5,183.55	-
Containment area modification	5/6/2011	2,367.03	-
SAFETY CABINET & SIGNS	2/23/2007	1,669.55	-
FENCE	4/30/2007	750.00	-
PLANT	4/30/2007	245.75	-
Building/Improvements/Land		1,899,431.14	1,166,669.37

Asset Description	Date Acquired	Cost	Net Book Value
PRINTER	2/15/2007	2,922.70	-
HP DESIGNJET & PRINT SERVER	2/19/2007	2,685.00	-
PRINTER	2/15/2007	2,363.66	-
PC Connection - Tablet	10/31/2014	1,580.06	-
HP COMPAQ THIN COMPUTER & SCANNER KIT	1/1/2007	1,459.96	-
SOFTWARE	2/15/2007	1,250.00	-
COMPUTER - 4JV76D1	7/6/2007	1,172.32	-
Security Cameras	11/30/2013	849.99	-
LASER PRINTER	10/31/2007	740.71	-
Dell Tablet - Brownwood Machine	7/31/2014	-	-
Computer & Software		15,024.40	-

Asset Description	Date Acquired	Cost	Net Book Value
ModSpace - Rosewood	10/2/2012	18,955.66	2,535.61
Service to A/P Trailer	1/14/2011	6,300.00	-
OFFICE FURNITURE	3/23/2007	4,287.00	-
FURNITURE	3/31/2007	3,746.48	-
OFFICE FURNITURE	2/5/2007	1,935.88	-
6 MOTOROLA CP150 PORTABLES	2/22/2007	1,920.00	-
SOFTWARE	5/31/2007	1,250.00	-
4'4 ALUMACORE SIGN	2/6/2007	974.25	-
TRUCK SIGNS	1/1/2007	286.86	-
Office Furniture & Fixtures		39,656.13	2,535.61

Asset Description	Date Acquired	Cost	Net Book Value
120VCMPC Electromagnetic Drill	2/22/2018	1,099.99	911.33
HS-4R HORIZONTAL MACHINING CENTER	3/15/2007	498,067.68	-
KINGSTON 48*160 LATHE	3/15/2007	368,867.69	-
SL-40 LATHE	2/15/2007	296,564.52	-
SL-40 TURNING CENTER LATHE	2/15/2007	233,378.52	-
Summit Machine	7/12/2012	182,210.00	-
AVENGER X-P2-3500	3/23/2007	157,537.00	-
GR712 GANTRY	2/15/2007	155,240.67	-
SL-30 CNC LATHE	2/15/2007	96,065.00	-
WIRE FEED, POST & FEED ROLL - 15 EACH	1/1/2007	72,496.70	-
2 - 10 TON CRANES	1/1/2007	68,282.08	-
COSEN HEM SAW	3/1/2007	68,005.80	-
15 WELDERS	9/17/2007	55,311.18	-
AIR COMPRESSOR & ANCILLARY EQUIPMENT	1/1/2007	53,168.00	-
2 - 5 TON CRANES	1/1/2007	44,089.92	-
HAAS SL-40 Repair	2/2/2012	36,343.38	-
Q4 Brownwood Additions	12/1/2008	31,175.84	-
CRANE RAILS AND INSTALLATION	2/28/2007	25,961.49	-
Jigs (WS0103)	5/20/2011	25,735.09	-

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Asset Description	Date Acquired	Cost	Net Book Value
5 - 2 TON CHAIN HOIST W/TROLLEY	1/1/2007	20,528.00	-
5 WELDERS	2/15/2007	18,862.04	-
WATER TABLE 8.6 x 26"	1/8/2007	16,500.00	-
MORRISON KEY SEATER	3/31/2007	16,469.00	-
Jig - (WSH0082-BW)	6/20/2013	14,957.71	-
GENIE MAN-LIFT	4/1/2008	13,989.31	-
WATER TABLE - 8 1/2' x 21'	1/1/2007	13,873.00	-
ENGINE LATHE - 19 x 80" - # 03255804"	1/1/2007	9,000.00	-
MICRO HITE 600 & POWER PANEL	1/18/2007	8,726.00	-
POWER THREADER	6/15/2007	8,618.13	-
MODULAR BUILDING	4/30/2007	8,000.00	-
Jigs (Job# WS0530-1-BW)	4/26/2011	7,620.68	-
ROLL-UP DOORS - 10X10, 12X12, 18X18	1/19/2007	7,235.17	-
VERTICAL MILL 9 x 48" - # 232164"	1/1/2007	7,000.00	-
INSPECTION TOOLS & 3 CABINETS	1/1/2007	6,000.00	-
Kingston Lathe Repair	1/31/2012	5,600.00	-
1000 CFM PORTABLE COOLER 36 VAR SPEED"	7/31/2007	5,200.00	-
AIR CONDITIONER	6/15/2007	5,165.00	-
STEP PULLY VERTICAL MILL 9 x 42" - # 225803"	1/1/2007	4,500.00	-
Jigs (WS0096)	5/20/2011	4,313.56	-
TIME CLOCK	2/15/2007	4,015.00	-
PLASMA TABLE	2/15/2007	4,000.00	-
Vinyl Skirting	11/5/2014	3,600.00	-
60ft Rohn Tower	12/20/2011	3,518.13	-
Jig - WSH0083-BW	3/3/2014	3,501.93	-
GOLF CART	6/15/2007	2,706.25	-
Beveling Machine	10/31/2014	2,593.39	-
Overhead Rollup Door	5/27/2014	2,478.93	-
4 TORCHES	1/17/2007	2,381.11	-
2 TON PLATE CLAMP 1 JAW"	2/20/2007	2,161.16	-
YSASA ACCU Dex 12 2000	1/1/2007	2,000.00	-
LIFTING MAGNETS - ELM300	2/1/2007	2,000.00	-
PALLET TRUCK - FORKLIFT	1/24/2007	1,758.72	-
ALL WELD CABINET - 36W x 21"D x 64"H"	1/25/2007	1,724.67	-
Magnetic Drill	10/31/2014	1,694.45	-
Shop Fans	6/30/2014	1,530.00	-
Jigs (WS0537)	5/7/2011	1,346.21	-
Jig - (Bwd Plant)	7/31/2012	1,209.62	-
Portable Hardness Tester	5/27/2011	1,181.85	-
JET MIX UNIT	2/1/2007	1,098.00	-
Jig - BWD-1	12/13/2011	1,092.95	-
Jig - BWD-2	12/13/2011	1,092.95	-
PTAC 15k BTU	1/8/2007	1,032.74	-
Jigs (WS0556-1-BW)	5/7/2011	1,007.00	-
Radios	9/30/2014	976.75	-
HIGH PRESSURE CHECK VALVE	4/25/2007	930.03	-
Jigs (WS0101)	5/20/2011	924.89	-
Tower ROH-25G	10/19/2011	844.50	-
8 FIRE EXTINGUISHERS	1/17/2007	801.60	-
ROD OVEN 450# 120v	2/1/2007	669.66	-
Jigs (Job# WS0510-1-BW)	4/26/2011	624.19	-
YUASA ACCU DEX 8 2000	1/1/2007	600.00	-
6 KURT DL600 PRECISION MACHINE VISE"	1/1/2007	500.00	-
6 KURT ANGLE LOCK MILL VISE"	1/1/2007	400.00	-
Plant Equipment		2,729,754.83	911.33

McCulloch County - 3811 N Bridge Street

Asset Description	Date Acquired	Cost	Net Book Value
1995 Club Van Wagon FBCRS	8/15/2018	2,000.00	882.19
2007 FREIGHTLINER - MAINTAINER	10/8/2007	126,552.09	-
2008 GMC Suburban (CEO car)	7/1/2008	53,834.40	-
LOADCRAFT 80 TON TRAILER	12/31/2007	49,768.49	-
2009 Chevrolet CK30943	2/1/2010	48,944.85	-

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Asset Description	Date Acquired	Cost	Net Book Value
2006 GMC 1T	10/31/2006	45,272.25	-
2015 Dodge Ram 1500	6/24/2015	34,391.60	-
2007 CHEVROLET 1500 PICKUP	9/29/2007	24,536.43	-
2011 Chrysler 200 Touring	9/1/2011	23,009.41	-
2013 Ram Van Cargo	10/31/2013	20,532.56	-
1997 MACK TRUCK	2/15/2007	9,000.00	-
1998 Ford Van	6/8/2012	5,000.00	-
1995 FORD VAN	10/27/2006	3,431.28	-
MILLER TRAILBLAZER 302 WELDER	12/1/2007	3,333.07	-
1986 ROD TRAILER	11/24/2004	2,000.00	-
2000 KAWASAKI	11/24/2004	2,000.00	-
1990 FORD TRACTOR	11/24/2004	1,000.00	-
1998 BIG TEX TRAILER	11/24/2004	1,000.00	-
1999 TFI FLATBED TRAILER	11/24/2004	1,000.00	-
2001 FORD F250	11/24/2004	1,000.00	-
2002 FLAT BED TRAILER	11/24/2004	1,000.00	-
Auto		458,606.43	882.19

Asset Description	Date Acquired	Cost	Net Book Value
VANTAGE SYSTEM	4/1/2008	306,901.25	-
COMPUTERS	7/10/2006	89,620.05	-
Dell CAT3750X 24PT Data IP-Base (7)	12/6/2010	57,406.59	-
Mechanical 20100 Upgrade from previous release	7/12/2010	29,858.50	-
Vantage Additions	6/1/2008	24,542.92	-
Vantage Software Additions	7/1/2008	22,546.41	-
SolidWorks Office Subscription	9/1/2010	22,423.99	-
Rig 550 3D Animation	9/29/2010	18,880.00	-
Dell OLP Exchange Server	9/19/2010	17,868.93	-
5 COMPUTERS	1/31/2007	16,948.80	-
Cisco Router	12/23/2010	15,579.61	-
VISUAL MANUFACTURING SYSTEM	11/24/2004	15,000.00	-
Engineering Work Stations - Dell Computers	7/19/2010	14,985.48	-
TIME CLOCK SOFTWARE	7/6/2006	14,269.00	-
SolidWork Pro (2)	3/2/2011	13,392.80	-
SolidWorks Professional	8/4/2010	13,339.65	-
Dell Computer (off lease program)	12/31/2010	12,893.01	-
RIGSMART SOFTWARE FOR TURNBUCKLE ANALYSIS	2/1/2008	12,000.00	-
DELL COMPUTERS	12/31/2005	11,711.49	-
COMPUTERS	8/17/2006	11,622.44	-
8 COMPUTERS	9/18/2006	11,472.49	-
TIME CLOCKS	12/31/2007	10,559.00	-
Vantage Additions	5/1/2008	10,452.26	-
Dell Server	5/12/2010	9,374.25	-
Dell T710 Tower Chassis Server	11/17/2010	8,986.12	-
DELL FILE SERVER	1/12/2005	8,974.45	-
Dell T710 RackChassis and 120V SmartPro	5/6/2011	8,783.64	-
3 ENGINEERING COMPUTERS	1/31/2006	8,765.78	-
PE R710 With Chassis for up to 8, 2.5-inch Hard Dr	11/16/2010	8,301.01	-
COMPUTER	5/11/2006	8,244.29	-
Software Updates	3/31/2014	8,096.66	-
Dell PE R710 with Chasis for up to 8, 2.5-inch	8/19/2010	7,615.21	-
NESTING SOFTWARE	6/28/2005	7,500.00	-
Dell Precision T5500 Workstation (2)	8/5/2010	7,492.78	-
Dell Precision T5500 Workstation	1/17/2011	7,376.67	-
OptiPlex Desktop Computers - 6	8/15/2014	7,210.75	-
PC Connection - 3 Desktop Computers	10/31/2014	6,408.22	-
Dell OptiPlex 780 Desktop (5)	9/30/2010	6,203.61	-
Solidwork Pro	6/2/2011	6,185.00	-
Progression Tech Software	5/30/2014	5,937.51	-
ASA 5515 X WS 6GE Data	3/31/2014	5,524.23	-
Vantage 3rd Party Payroll interface	1/13/2011	5,500.00	-
2 COMPUTERS	4/30/2007	5,356.77	-
HP Designjet T1200 6 Color 44 in Plotter	10/22/2010	5,299.00	-
Ecad Software	5/30/2014	5,223.06	-
25 CPU'S	11/24/2004	5,000.00	-

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Asset Description	Date Acquired	Cost	Net Book Value
Dell OptiPlex 780 Desktop Base, Standard PSU	1/21/2011	4,867.55	-
Dell Mobile Precision M6500, Carbid e Silver	1/27/2011	4,757.12	-
46 MONITORS	11/24/2004	4,600.00	-
INSTALL SERVER	3/2/2005	4,500.00	-
Vantage Manufacturing Execution System (5 user)	3/21/2011	4,387.50	-
Vantage Manufacturing Execution System (5 user)	4/11/2011	4,387.50	-
SolidWork Premium	8/1/2014	4,330.00	-
FIBER LINE	1/24/2005	4,317.55	-
Autocad 2011 UPG from prev release	7/12/2010	4,189.50	-
Dell Precision T5610	5/31/2014	4,188.61	-
Engine/Transmission Software - 2	11/30/2014	4,104.00	-
SolidWork Workgroup PDM Viewer 2011	4/26/2011	4,102.68	-
Computer System	7/9/2012	4,069.32	-
AUTO CAD	12/17/2005	3,986.85	-
Mobile Precision M6500, Carbid e Silver	9/7/2010	3,887.27	-
COMPUTER	4/1/2006	3,840.67	-
5 Air Fiber Units	2/12/2015	3,787.67	-
Dell Precision T5500 Workstation	11/11/2010	3,785.97	-
8 COMPUTERS	10/17/2007	3,587.70	-
Seven Microsoft XP Licenses	7/1/2008	3,493.00	-
HP2430 PRINTER	1/5/2006	3,489.00	-
COMPUTER	9/29/2006	3,481.31	-
Main Pro CFII 16MB	7/16/2014	3,468.13	-
Dell CAT 3K-X 10G Network Mod	12/22/2010	3,360.05	-
HP 9050N COLOR PRINTER	1/9/2008	3,300.00	-
Computer System	6/15/2012	3,245.31	-
AutoCad Software Update	11/18/2010	3,200.00	-
PC Connection	1/31/2015	3,066.80	-
WinPro License Upgrade	1/25/2012	3,017.22	-
FIBER INSTALL	2/21/2005	3,009.68	-
Dell Mobile Precision M4500	11/26/2010	2,999.74	-
COMPUTER	5/31/2007	2,830.81	-
PC Connection - Printer 75219	1/2/2018	2,826.51	-
LAPTOP	1/2/2006	2,728.19	-
LAPTOP COMPUTER	3/21/2005	2,705.12	-
Computer Station	4/25/2013	2,702.52	-
Scanner Kit 7' USB W/Cable Black	11/10/2010	2,701.92	-
Engineering Workstation	10/18/2012	2,652.42	-
Mobile Security Computer Cabinet	11/12/2010	2,647.00	-
2.66 G/2x1MB Xeon 7020, 2 to 4 Proc Upgrade, P6	5/1/2008	2,600.00	-
Dell Monitors & Computers	1/22/2013	2,546.72	-
Dell Latitude E6410	11/22/2010	2,526.80	-
2 - Tablets	11/30/2014	2,510.01	-
TURBO NEST SOFTWARE	1/21/2005	2,510.00	-
Dell Latitude E6510 Notebook	11/23/2010	2,484.41	-
FIBER SUPPLIES	2/18/2005	2,404.98	-
Autocad 2011 Legacy SLM	7/12/2010	2,397.00	-
Dell Koss 150-249U WS SVR-BUSSPC SE C 1YR C U M	2/24/2011	2,366.56	-
Canon Copier IR-3570	10/26/2011	2,327.54	-
Dell Latitude E6510 Notebook & Accessories	1/27/2011	2,291.00	-
Dell Latitude E6510 Notebook	1/13/2011	2,280.34	-
Dell 7130CDN Color Printer	2/3/2012	2,270.95	-
PowerEdge R710 Chassis, 2.5in HDD	9/14/2011	2,243.77	-
COMPUTER	5/31/2007	2,222.69	-
OptiPlex 790 MT Base (2)	5/1/2012	2,222.40	-
DELL LATITUDE D830, INTEL CORE 2 DUO T7500, 2.2C	2/1/2008	2,200.73	-
VL Koss 150-249U w/USB	2/15/2012	2,193.77	-
Computer	3/1/2008	2,170.39	-
T5740, Aton, 1.66 GHz, TBD (2)	11/11/2010	2,169.18	-
COMPUTER	9/18/2006	2,140.75	-
Dell Latitude E6510, Fast Tack C2	10/6/2010	2,137.81	-
Surface Pro 3 Tablets - 2	9/30/2014	2,104.55	-
Latitude E6540	4/17/2014	2,071.91	-
Laptop T8300 A9-S9020X 160GB	6/1/2008	2,057.07	-
Dell Computer	10/1/2013	2,055.66	-

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Asset Description	Date Acquired	Cost	Net Book Value
Dell Latitude Computer	6/3/2010	2,033.22	-
Dell Latitude E6510 Fast Track G1	1/10/2011	2,004.67	-
Lexmark MFP Digital Copier	1/24/2011	1,949.58	-
COMPUTER	5/31/2007	1,917.06	-
Dell Latitude E6510 Notebook	1/25/2011	1,858.69	-
Latitude 15 5000 Series	8/31/2014	1,847.18	-
COMPUTER	3/31/2007	1,842.76	-
Lexmark MFP XS463de	8/3/2011	1,801.00	-
Dell Latitude E6510 Notebook	9/10/2010	1,799.11	-
Dell OptiPlex 980 Small Form Factor Base Standard	2/25/2011	1,776.59	-
COMPUTER - IT DEPARTMENT (CHARLIE)	11/30/2007	1,754.73	-
PC Connection - Computer	12/31/2014	1,746.17	-
COMPUTER	3/31/2007	1,743.88	-
Dell Latitude D830	7/1/2008	1,733.07	-
Lexmark MFP XS463e Digital Copier	9/1/2010	1,727.67	-
Latitude 15 5000 Series	8/31/2014	1,693.83	-
Dell Latitude E6510, Fast Track C2	1/13/2011	1,673.71	-
COMPUTER	3/31/2007	1,659.28	-
Computer	11/30/2014	1,648.14	-
Computer	11/30/2014	1,648.14	-
Latitude D830, Intel Core 2 Duo T7500	4/1/2008	1,622.67	-
Computer	3/1/2008	1,598.86	-
COMPUTER	3/15/2006	1,595.81	-
PC Connection - Tablet	10/31/2014	1,580.07	-
Seven Scanner Kits with White cables	7/1/2008	1,579.20	-
Laptop	9/26/2012	1,578.66	-
50 PLASMA TV	9/18/2007	1,566.38	-
Dell Computer	7/31/2014	1,547.45	-
BACKUP	1/24/2005	1,529.48	-
Dell SEC E-Delivery Package	3/23/2011	1,526.09	-
Computer System #2	8/7/2012	1,503.56	-
Dell Latitude E5510, Fast Track C2	9/30/2010	1,477.63	-
Computer System #4	10/18/2012	1,471.55	-
MacBook Air 13 Laptop"	4/30/2015	1,467.48	-
Cisco 2960X Switch	10/31/2014	1,455.96	-
Dell Vostro Touch LCD	1/31/2012	1,438.60	-
COMPUTER	9/29/2006	1,433.17	-
Computer	3/1/2008	1,400.74	-
7 INKJET PRINTERS	11/24/2004	1,400.00	-
Telcom Analog System	11/7/2011	1,399.00	-
PC Connection - 2 Computers	12/31/2014	1,383.66	-
Computer System #3	9/25/2012	1,380.39	-
Dell Latitude E5510	9/7/2010	1,379.40	-
COMPUTER	3/31/2007	1,374.73	-
Dell 4220 42U Rack with Door and Side Panels	12/14/2010	1,365.25	-
Visio 2013 Pro Win	4/10/2014	1,331.17	-
HP LJ CP 4500DN 30/25PPM 8.5x14	4/1/2008	1,299.99	-
Dell Pro P1913 Monitors	8/15/2014	1,283.33	-
Dell Computer #667985534	11/19/2013	1,274.33	-
OptiPlex 790 w/replacement	3/15/2012	1,227.53	-
4GB Memory Module for Dell Poweredge 6850 Server	5/1/2008	1,216.73	-
Solid Works	11/17/2010	1,200.00	-
Tablet	11/30/2014	1,199.01	-
Dell E178FP Monitors - 6	5/1/2008	1,172.73	-
Dell Desktop with Monitor	5/18/2011	1,146.35	-
Dell Computer	6/22/2012	1,144.59	-
17IN B1740R Monitors (8)	11/29/2010	1,128.00	-
Computer	11/30/2014	1,107.33	-
DELL FLAT PANEL MONITORS - 4	5/1/2008	1,084.61	-
Laptop	11/30/2014	1,075.56	-
FIBER INSTALL	2/8/2005	1,050.00	-
HP 2430 PRINTER	6/15/2005	1,020.65	-
5 LASER PRINTERS	11/24/2004	1,000.00	-
1 LARGE FLAT SCREEN MONITOR	11/24/2004	1,000.00	-
FIBER TOOLS	1/12/2006	1,000.00	-

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Asset Description	Date Acquired	Cost	Net Book Value
Dell OLP OfficePro Plus	3/23/2011	976.42	-
Time Clocks	9/30/2014	920.93	-
COMPUTER	7/5/2007	920.12	-
COMPUTER PROJECTOR	9/30/2007	906.97	-
Phaser Printer	12/31/2014	876.74	-
Laser Jet 5200 TN	3/31/2014	868.17	-
Dell Latitude 3340	6/30/2014	848.39	-
Time Clocks	10/31/2014	805.70	-
PROGRAM	9/10/2005	795.00	-
Computer System	6/20/2013	793.50	-
Dell 19 Monitors (2) & Port Replicator™	1/10/2011	771.13	-
Dell 1430X Projector	4/10/2014	765.41	-
Zoom Lens - LCI Camera	12/31/2012	731.72	-
7 SCANNERS	11/24/2004	700.00	-
2200 VA UPS Smart Pro Network Tower	7/6/2011	669.12	-
OLP WIN SVR STD 2008 SNGL	7/1/2009	637.86	-
COMPUTER	2/9/2005	635.43	-
Cisco SF500 Switch	4/1/2014	613.73	-
Dell Monitor	2/28/2014	600.11	-
Dell 1430X Projector	3/31/2014	597.15	-
FIBER SUPPLIES	2/7/2005	595.00	-
AutoCad LT 2011 UPG From prev Release	7/12/2010	595.00	-
Fujitsu 5015C Scanner	4/16/2012	589.22	-
55 db Dual Band Amplifier and Antenna	10/20/2010	584.29	-
Laser Jet Printer 9050N	2/28/2013	579.99	-
FI-5015C FB CLR USB 2.0	11/12/2010	579.33	-
Power Connect for Dell Server	5/12/2010	561.09	-
Fujitsu fi 5015c sheetfed scanner with autoloader	7/19/2010	553.53	-
Thin Client R90L 1.5G 1GF/1GR	5/10/2011	535.95	-
I HATE SPAM SOFTWARE	1/27/2005	534.49	-
Visual Studio Upgrade	11/1/2011	533.76	-
SCANNER - QC	10/18/2007	516.00	-
1 DOT-MATRIX COMMERCIAL PRINTER	11/24/2004	500.00	-
2 PLOTTERS	11/24/2004	500.00	-
PowerEdge 20 Rack, Doors, & Sides	9/14/2011	465.55	-
SmartOnline 120v 2.4KW - 3000 VA 3U UP	9/14/2011	438.80	-
AIR CONDITIONER	5/12/2005	431.92	-
SWITCH	3/15/2005	373.00	-
EQUIPMENT	1/21/2006	287.84	-
PRINTER	2/24/2005	220.77	-
1 DOT-MATRIX PRINTER	11/24/2004	200.00	-
PRINTER	2/28/2005	166.71	-
PORTABLE PROJECTION SCREEN	9/30/2007	164.55	-
PROJECTOR SCREEN	9/30/2007	113.97	-
Dell Latitude E6510 Notebook	10/15/2010	-	-
Dell Venue 11 Pro	5/30/2014	-	-
Dell Tablet	7/31/2014	-	-
Computer & Software		1,259,673.40	-

Asset Description	Date Acquired	Cost	Net Book Value
Plural Component Paint System	8/26/2009	78,039.00	-
Bar Grating - floor replacement	6/17/2011	44,711.20	-
Booe Roofing - Hanger	8/31/2012	39,322.00	-
Paint Booth: Dryer and Filter Components	7/1/2008	28,674.00	-
Hanger Roof Repair	8/21/2009	12,500.00	-
Overhead Rollup Door - Brady	4/22/2014	10,975.30	-
610 Series 20X16 Overhead Door & Operator	11/24/2010	9,239.14	-
Sliding Door Machine Shop	12/3/2014	7,798.30	-
18X16 610 Serie Overhead Rolling Service Door	11/4/2010	5,863.00	-
3-ton 18 Sheet Air conditioner	6/21/2011	5,358.28	-
4-Ton Payne 14 Seer System	7/26/2011	5,126.72	-
PC Building: Concrete Slab	7/1/2008	4,450.00	-
Storage Container	9/14/2010	3,600.00	-
Rig Yard Repair	12/9/2010	2,540.00	-
Leasehold Improvements		258,196.94	-

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Asset Description	Date Acquired	Cost	Net Book Value
MOBILE OFFICE	8/28/2006	49,000.00	-
BUILDING IMPROVEMENTS - EXPEDITOR WAREHOU	11/1/2007	31,591.00	-
MODULAR BUILDING	4/30/2007	29,859.68	-
36X60 ADDITION TO PLANT	10/14/2007	19,760.31	-
Addition to PC Office	6/6/2008	14,278.86	-
Exhibit Truss Structure	1/31/2012	9,132.00	-
Fema Trailer	4/11/2013	6,500.00	-
COPIER	9/5/2006	5,550.00	-
TELEPHONES	10/9/2006	4,961.55	-
49 PARTITIONS	11/24/2004	4,900.00	-
Red Carpet for Trade SHow Booths	7/1/2008	4,251.00	-
38 TABLES	11/24/2004	3,800.00	-
OFFICE FURNITURE	9/5/2006	3,393.64	-
Ice Machine	11/30/2014	3,303.83	-
64 DESKS	11/24/2004	3,200.00	-
60 FILE CABINETS	11/24/2004	3,000.00	-
NBX100 TELEPHONE SYSTEM	1/27/2005	2,700.00	-
23 BOOK SHELVES	11/24/2004	2,300.00	-
NBX100	11/24/2004	2,000.00	-
TELEPHONE SYSTEM LICENSE VM UPGRADE	12/1/2007	2,000.00	-
DIGITAL CAMERA	6/3/2005	1,876.36	-
Furniture: Mobile Security Cabinet	7/1/2008	1,813.00	-
15 OFFICE/CONFERENCE CHAIRS	11/24/2004	1,500.00	-
14 FILING CABINETS	11/24/2004	1,400.00	-
13 DESK CHAIRS	11/24/2004	1,300.00	-
12 ENGINEERS CABINETS	11/24/2004	1,200.00	-
11 DESKS	11/24/2004	1,100.00	-
Freight, credit card charge, and tax for Shelving	10/1/2010	1,099.96	-
DESK	2/15/2007	1,090.00	-
91 CHAIRS	11/24/2004	900.00	-
REFRIGERATOR	1/31/2007	713.37	-
7 COUCHES/FORMAL CHAIRS	11/24/2004	700.00	-
TELEPHONE STAND	2/15/2007	670.50	-
AIR CONDITIONER	5/12/2005	431.92	-
2 FAX MACHINES	11/24/2004	400.00	-
8 BOOKSHELVES	11/24/2004	400.00	-
1 D-SIZE ENGINEERING COPIER	11/24/2004	200.00	-
10 HRI FOLDING CHAIRS	11/24/2004	200.00	-
Office Furniture & Fixtures		222,476.98	-

Asset Description	Date Acquired	Cost	Net Book Value
JIG	2/7/2018	19,509.13	6,584.99
ProFax 10-Ton Turning Roll - 76500	5/1/2018	9,500.00	3,638.63
JIG	2/7/2018	6,343.03	2,140.98
JIG	2/7/2018	6,343.03	2,140.98
Pressure Washer - 75448	1/2/2018	6,495.00	2,064.17
Portable Weld Fume FillAir	8/23/2018	2,341.87	1,043.27
Dynabrade Dy Vacuum - 77385	7/1/2018	1,695.00	705.87
Water Tank - 75564	1/2/2018	2,200.00	699.18
Binks Paint Tank - 75809	1/2/2018	1,329.76	422.62
Barton - 75184	1/2/2018	1,300.00	413.15
Air Quality Monitor - 75299	1/2/2018	1,054.15	335.02
Drill w/Swivel base - 75347	1/2/2018	956.00	303.82
Reclass of CIP: Paint Booth	7/1/2009	306,825.10	-
Q4: Brady Additions	12/1/2008	267,594.83	-
BUILDING ADDITION	5/1/2006	216,302.99	-
HAAS VERTICLE MILLING CENTER	5/17/2006	174,032.00	-
PLASMA TORCH	8/31/2005	142,493.00	-
WELDERS	6/30/2006	111,523.97	-
HOUSING UNITS	10/5/2006	104,000.00	-
JIG-Wsh0006-BW	5/5/2014	100,752.60	-
CRANES	8/31/2005	85,099.41	-
COSEN HEM SAW VT130HA-60	11/30/2006	68,005.80	-
TL-3W MANUAL TOOLROOM LATHE	4/15/2006	63,531.00	-
PAINT BOOTH	6/15/2006	58,692.74	-

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Asset Description	Date Acquired	Cost	Net Book Value
10 WELDERS	4/30/2006	56,389.22	-
CRANE	8/10/2006	55,184.00	-
LATHE	11/1/2005	44,000.00	-
Press Brake	1/24/2013	42,573.00	-
CNC MILL	7/14/2005	41,076.12	-
10 Ton Bridge Crane	6/18/2014	39,243.14	-
JIG - WST0214-BD	12/15/2014	37,135.65	-
CNC LATHE	6/24/2005	36,168.28	-
Hyduke Energy - 10 Welders	5/29/2014	34,640.00	-
4 CRANES	4/30/2006	34,554.00	-
BEAM WELDER UPGRADE	9/1/2005	34,500.00	-
Scotchman DO-95/140-24M	4/30/2012	33,301.96	-
Jig - Wsh0008-BD	2/28/2015	30,845.56	-
1 PLASMA CUTTER	11/24/2004	30,000.00	-
Plasma Table Improvement	10/26/2011	29,209.56	-
Logitudinal Beams	4/21/2014	27,900.00	-
20Ton Overhead Welding Positioner	10/28/2014	25,532.34	-
Jig (WS0144-BD)	3/18/2011	24,895.30	-
BLAST BOOTH LIGHTS	10/31/2006	24,185.00	-
3 WELDERS	12/15/2006	24,150.00	-
CARLTON RADIAL DRILL	10/31/2007	24,000.00	-
Jig - (550 Frame)	6/18/2013	23,775.04	-
SAW	4/14/2005	22,165.00	-
10 Ton Hoist Repair	7/21/2014	21,857.00	-
BENDING ROLLER	12/5/2006	20,925.00	-
5 WELDERS & FEEDERS	11/14/2005	20,863.25	-
20 LINCOLN WELDERS	11/24/2004	20,000.00	-
FABRICATED JIGS	11/24/2004	20,000.00	-
3 WELDERS & 5 FEEDERS	1/15/2007	19,714.46	-
WELDING POSITIONER	12/1/2007	19,675.52	-
5 WELDERS	1/31/2007	19,289.61	-
6 FEEDERS	1/31/2007	18,444.21	-
208 CONTAINERS 45 x 48" x 25"	10/1/2007	18,392.92	-
PLASMA TABLE	1/1/2006	18,165.96	-
BLASTER DOORS - 2 SETS OF SWING DOORS	12/17/2007	16,951.96	-
7 GOLF CARTS	8/16/2005	16,632.62	-
Motorized Crane	7/31/2012	16,500.00	-
5 FEEDERS	7/19/2006	15,500.00	-
Graco xtreme" Air Assisted Pump"	6/1/2012	15,330.00	-
4 AC UNITS	4/11/2006	14,516.33	-
AUGER AND DUST COLLECTOR FOR BLASTER UPGR	12/21/2007	14,339.71	-
5 WELDERS & FEEDERS	2/1/2006	13,830.50	-
LED Sign	7/1/2008	13,073.70	-
Custom Band Saw	7/1/2008	13,000.00	-
DUST COLLECTOR-PLASMA	8/31/2005	12,859.00	-
Brick Light w/100' Cable	10/24/2012	11,920.00	-
Graco Wall Mount Pump	3/11/2013	11,590.00	-
LATHE	4/30/2006	11,500.00	-
Cosen Semi Auto Bandsaw	3/10/2014	11,495.00	-
JIG - WST0234-BD	12/15/2014	11,118.14	-
DRILL	4/25/2005	11,000.00	-
PHT & Columbus Upgrade	12/3/2014	10,500.00	-
1 BRAKE	11/24/2004	10,000.00	-
Hemsaw Part 2 of 2	1/31/2012	9,637.16	-
STEEL YARD RACKS	8/1/2006	9,478.60	-
2 WELDERS	1/15/2007	9,367.02	-
5 FEEDERS	11/14/2005	8,958.30	-
Rolling Service Door	11/16/2011	8,909.00	-
MILLER ROLLERS	9/2/2005	8,754.25	-
BRAKES & DIES	5/24/2005	8,560.00	-
Jig - (Basebeam Pull Pad)	10/10/2013	8,538.90	-
WELDER	4/30/2006	8,200.22	-
2 KOMATSU FORKLIFTS	2/23/2005	8,000.00	-
RADIOS	4/13/2005	7,653.53	-
FAB SHOP RACKS	5/23/2006	7,640.00	-

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Asset Description	Date Acquired	Cost	Net Book Value
Welding Gun and Hose	3/31/2015	7,556.00	-
BUFFALO IRON WORKER	1/1/2008	7,500.00	-
Cables & Wire Feeders	4/2/2014	7,497.01	-
Big Red Forklift	8/23/2010	7,306.88	-
AIR CONDITIONER	6/15/2007	7,166.77	-
FAB SHOP RACKS	6/30/2006	7,080.00	-
Jig Base Rebuild	7/29/2014	6,993.75	-
PAINT GUN CLEANER	5/24/2007	6,940.00	-
2 GOLF CARTS	7/12/2006	6,928.00	-
2 XMT 350 WELDERS	10/22/2007	6,858.70	-
GC32 Crimper w/Stand	12/18/2012	6,730.34	-
JIG - WST0236-BD	12/15/2014	6,336.90	-
SHAW BOX 800 SERIES 5T HOISTS	3/10/2006	6,309.70	-
SIGNS	8/31/2005	6,304.78	-
1 PIRANHA IRONWORKER	11/24/2004	6,000.00	-
TOOLS	1/17/2006	6,000.00	-
Miller 452	10/8/2012	6,000.00	-
American Lincoln 6150	6/4/2012	5,953.75	-
Press Brake - Additional Rework	2/11/2013	5,891.08	-
Dayton Infrared Heater	10/31/2014	5,749.84	-
JIG - WSH7379-2-BD	12/19/2014	5,743.16	-
Welding Guns	8/21/2014	5,667.00	-
4 TON 13 SEER A/C UNIT WITH GAS HEAT	8/29/2007	5,488.00	-
Jig - Wst0249-BD	3/31/2015	5,470.41	-
8 - Dayton Commerical Infrared Heater	11/3/2014	5,455.66	-
2 GOLF CARTS	3/1/2005	5,400.00	-
3 TON 13 SEER A/C UNIT W / GAS HEAT	6/12/2007	5,240.38	-
YARD LIGHTS	3/15/2006	5,200.00	-
2 GOLF CARTS	12/30/2004	5,196.00	-
2 GOLF CARTS	2/23/2006	5,196.00	-
15000 Window Unit	6/25/2012	5,183.03	-
1 BAND SAW	11/24/2004	5,000.00	-
1 BLAST CABINET	11/24/2004	5,000.00	-
1 KING PIN OVEN	11/24/2004	5,000.00	-
PAINT SPRAYERS	11/24/2004	5,000.00	-
RACKS FOR PARTS	11/24/2004	5,000.00	-
AC UNIT	6/20/2006	4,738.09	-
2 COMPUTERS	6/15/2007	4,657.61	-
Jig - Wsh7340-BD	11/7/2013	4,558.59	-
Jig - WSH0005-BD	3/14/2014	4,512.56	-
Jig	1/21/2010	4,350.00	-
10 Ton Air End Lift	3/15/2012	4,287.98	-
CIP Paint Booth: Equipment Specialist Invoice	7/1/2009	4,286.67	-
12 RADIOS	2/28/2006	4,260.00	-
Jig - (H700-74770-400)	7/24/2012	4,176.64	-
Jig - (WST008-BD)	6/18/2013	4,113.38	-
ICE MACHINE 600 - 800 LBS - BRADY WAREHOUSE	8/31/2007	4,074.77	-
Repair Saw Bay Hoist	7/31/2014	3,890.37	-
3 STORAGE CONTAINERS	11/24/2004	3,600.00	-
159181804 system jig	3/11/2010	3,590.15	-
Transducer Techniques	2/12/2013	3,521.39	-
7 DIGITAL WIRE FEEDERS	11/24/2004	3,500.00	-
PULL TEST WELDMENT	10/1/2006	3,352.18	-
Jig - Wsh9743-BD	3/31/2015	3,335.88	-
1 BEAM WELDER	11/24/2004	3,300.00	-
2 GOLF CARTS	6/30/2006	3,300.00	-
RACKS	7/25/2006	3,240.00	-
Taylor Forklift Repair	5/29/2012	3,232.25	-
Blk Wrinkle Outside Mic Set	5/18/2012	3,173.78	-
2 AC UNITS	5/11/2006	3,102.98	-
48 2 SPEED QUIETCOOL SERIAL # 48-00203	8/31/2007	3,097.57	-
Open Style Shelving	4/8/2010	3,024.00	-
PLASMA TORCH BASE	7/1/2005	2,950.00	-
Hemsaw Part 1 of 2	12/29/2011	2,838.77	-
GOLF CART	7/1/2005	2,814.50	-

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Asset Description	Date Acquired	Cost	Net Book Value
Jig - (Wst096-BD)	12/12/2012	2,789.13	-
Casting Spider & Spocket	8/25/2011	2,613.25	-
4 GRACO MERKIN PUMPS	1/31/2007	2,587.98	-
Jig WS0458-1BW	1/19/2011	2,565.17	-
1 OMNI CRIMP W/DIES	11/24/2004	2,500.00	-
Uprights - PO 66533	2/17/2015	2,428.00	-
2 PUMPS	11/20/2006	2,391.00	-
AMBIENT BREATHING AIR PUMP	7/31/2007	2,361.00	-
Proportional Valve	1/23/2013	2,340.00	-
CRANE	9/13/2006	2,241.96	-
Brink 2.8 GAL Complete Spray Unit	11/9/2010	2,200.00	-
Jig - (WS0182-BD)	10/10/2011	2,164.14	-
Jig - (WS0183-BD)	10/10/2011	2,164.13	-
Greenlee HK06FT Manual Crimping Tool, Flip-top Di	8/3/2010	2,155.46	-
WIREFEEDER & BERNARD Q400 GUN	10/22/2007	2,134.63	-
Greenlee HK06FT Crimping Tool	8/6/2010	2,099.99	-
MILL DRILL AND STAND 9 1/2X31 3/4"	1/22/2008	2,022.41	-
1 CHASSIS DOLLY	11/24/2004	2,000.00	-
1 DIESEL WELDER	11/24/2004	2,000.00	-
1 FRT HOIST	11/24/2004	2,000.00	-
1 FRT VACCUM LIFTS	11/24/2004	2,000.00	-
1 MAG DRILL PRESS	11/24/2004	2,000.00	-
1 11 TON CHAIN HOIST/TROLLEY	11/24/2004	2,000.00	-
TRACK DOLLIES	11/24/2004	2,000.00	-
Dell Monitor	9/18/2009	1,983.22	-
Air Conditioners - 2	8/31/2014	1,796.84	-
Beveling Machine MSA & 3 MT204A Torch	10/12/2010	1,785.96	-
STAIRWAY	9/20/2005	1,777.24	-
2 RULAND MAGNETIC BRAKES	3/16/2006	1,772.26	-
S74D WIRE FEEDER	6/15/2007	1,737.23	-
USB-300 Part	4/21/2010	1,722.50	-
Air Drumtop Pneumatic (2)	3/31/2011	1,688.20	-
Rotary Laser Kit	11/28/2012	1,628.25	-
GOLF CART	12/21/2005	1,600.00	-
DRAWWORKS JIG	8/1/2006	1,559.28	-
Sokkia B-20 level (Transit) 32x	7/15/2011	1,511.77	-
15 WASH STANDS	11/24/2004	1,500.00	-
2 AIR COMPRESSOR	11/24/2004	1,500.00	-
YALE FORKLIFT	11/24/2004	1,500.00	-
2 MILLER 375 PLASMA CUTTERS	11/24/2004	1,500.00	-
STEEL YARD RACKS	8/8/2006	1,440.00	-
4 CP 150 RADIOS	3/31/2006	1,420.00	-
3 AIR CONDITIONERS	6/24/2005	1,379.85	-
SPOOL STAND	12/1/2006	1,379.36	-
micron riser in/out Tight Buff 6 Fiber	11/13/2010	1,379.20	-
Scale & Indicator	10/28/2014	1,341.00	-
Pipe Beveling Machine	1/31/2015	1,320.00	-
Jig - Wst0195-BD	11/8/2013	1,296.14	-
PULLER BARS	8/8/2005	1,288.35	-
STEEL YARD RACKS	8/2/2006	1,280.00	-
Beveling Machine 1SA 4in	1/21/2011	1,272.81	-
STB-36 Heavy Duty Clamp (Fastenal)	8/16/2010	1,268.05	-
Aluminum Spool Gun & Control	5/1/2013	1,232.00	-
81/SA 7002 CONVERSION SAW KIT ARM	1/1/2007	1,203.00	-
2 5.5HP GAS COMPRESSOR	11/24/2004	1,200.00	-
1 WATER TABLE FOR PLASMA	11/24/2004	1,200.00	-
Brink 2.8 Gallon Complete Spary Unit	8/21/2010	1,200.00	-
Xerox Copier w/office equipment	8/16/2012	1,190.80	-
JIG - WST0238-BD	12/19/2014	1,165.31	-
Warren Cap Adapter	8/31/2014	1,119.85	-
Yard Trailer CAT # 0268	8/16/2012	1,104.86	-
Yard Trailer CAT # 0269	8/16/2012	1,104.86	-
Yard Trailer CAT # 0270	8/16/2012	1,104.86	-
Yard Trailer CAT # 0271	8/16/2012	1,104.86	-
Yard Trailer CAT # 0272	8/16/2012	1,104.86	-

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Asset Description	Date Acquired	Cost	Net Book Value
Yard Trailer CAT # 0273	8/16/2012	1,104.86	-
Jig - BDY-1	12/13/2011	1,092.95	-
Jig - BDY-2	12/13/2011	1,092.95	-
Jig - BDY-3	12/13/2011	1,092.95	-
Radios	11/30/2014	1,086.56	-
Bevling machine MSA 2 Inch	11/11/2010	1,069.32	-
Modular Paint Booth	11/30/2014	1,045.82	-
Motorized Crane Option 1	10/1/2012	1,031.25	-
Hermetically Sealed Load Cell	5/9/2014	1,025.00	-
TRANSIT	11/1/2006	1,006.12	-
1 ARC TRACK WELDER	11/24/2004	1,000.00	-
1 FRT BEAM WELDER	11/24/2004	1,000.00	-
1 PUNCH TOOLING FOR PRESS	11/24/2004	1,000.00	-
10 DEWALT 7" ANGLE GRINDERS	11/24/2004	1,000.00	-
Yard Trailer LOT # 0167	8/17/2012	1,000.00	-
Noregon Kit	6/4/2013	992.50	-
LEVEL	1/17/2005	987.24	-
Water colling Air Conditioner (Tractor Supplier)	10/1/2010	974.24	-
BREATHING AIR PUMP	3/31/2007	939.00	-
Airgas Lenco LRO-450-120/230 RO	1/21/2011	874.00	-
Airgas Reel Hose & Power	9/24/2014	860.00	-
Reel Power Cord	10/3/2014	860.00	-
12 Mobile Ladder"	3/19/2012	859.67	-
Yard Trailer CAT # 0249	8/13/2012	859.34	-
Executive Trailer_Office Buildout	1/1/2009	855.37	-
MaxPro Liquid Pump	6/16/2014	815.00	-
Power Source Circuit Board	2/3/2012	781.00	-
BRAKE BAND JIG	11/14/2006	780.00	-
Launcher Kit	11/13/2014	764.54	-
Port A Cool Fan	7/31/2014	757.74	-
TOOFTLB TORQUE WRENCH	7/1/2009	755.04	-
1 1/2 TON RATCHET HOIST	11/24/2004	750.00	-
1 HOIST, 5T 20' LIFT	11/24/2004	750.00	-
1 HYDROSTAT TEST EQUIPMENT	11/24/2004	750.00	-
Test Manifold	11/5/2010	737.29	-
Yard Trailer	8/23/2012	736.58	-
Power Lift Magnet	1/29/2013	704.00	-
Blower 16 STD 1/2H	8/10/2010	700.00	-
Jig - Wsth7341-BD	11/18/2013	697.50	-
PO61852 Dewalt Transit Kit	2/19/2014	639.38	-
Fab Tools	4/17/2010	624.00	-
PO60962-Pump	1/16/2014	621.14	-
Air Compressor 60 GAL	12/1/2010	599.99	-
Mobile Grease System	10/15/2012	592.43	-
York Y-1 AC W/Case	8/16/2011	570.00	-
1 DRY CUT SAW 14" BLADE	11/24/2004	500.00	-
1 ENERGY CHAIN (ROLL BACK TRACK)	11/24/2004	500.00	-
1 ENERPAC AIR HYD PUMP	11/24/2004	500.00	-
1 SOLVENT/RECYCLE SYSTEM	11/24/2004	500.00	-
WHEEL DOLLIES FOR CHASSIS	11/24/2004	500.00	-
YARD DOLLIES	11/24/2004	500.00	-
Roller Tables - 10FT	9/9/2014	500.00	-
impact	3/9/2011	475.00	-
1 COLEMAN 3K GENERATOR	11/24/2004	400.00	-
2 TOOL CABINETS	11/24/2004	400.00	-
TABLE	2/15/2007	323.22	-
FAB SHOP RACKS	11/20/2006	320.00	-
3 VICTOR ACETALINE TORCH	11/24/2004	300.00	-
3 TORCH TYPE PIPE CUTTERS	11/24/2004	300.00	-
Fab tool	3/7/2010	296.21	-
1 PORTA-POWER UNIT	11/24/2004	250.00	-
1 POWER PRESSURE WASHER	11/24/2004	250.00	-
2 AIR GUNS	11/24/2004	200.00	-
2 TORCHES	11/24/2004	200.00	-
1 RECYCLE OIL TANK	11/24/2004	200.00	-

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Asset Description	Date Acquired	Cost	Net Book Value
1 SCALE W/INDICATOR	11/24/2004	200.00	-
1 STEAM CLEANER	11/24/2004	200.00	-
1 GRINDER	11/24/2004	200.00	-
2 TORCH TRACKS W/DRIVES	11/24/2004	200.00	-
1 MILLER S-22A WIRE FEEDERS	11/24/2004	200.00	-
Closed Style shelving	4/8/2010	162.00	-
1 3/4 & 1" TORQ WRENCH	11/24/2004	100.00	-
1 BEAM TONGS	11/24/2004	100.00	-
1 ICE MACHINE	11/24/2004	100.00	-
1 DEWALT 1-1/2" DIE GRINDER	11/24/2004	100.00	-
1 MINUTE MARKER LASER SYSTEM	11/24/2004	100.00	-
1 TONG TESTER 0-1K AMMETER	11/24/2004	100.00	-
1 BATTERY LOAD TESTER	11/24/2004	100.00	-
1 MONARCH INST RPM GAUGE	11/24/2004	100.00	-
1 DEWALT 2" DIE GRINDER	11/24/2004	100.00	-
1 DEWALT 14" CHOP SAW	11/24/2004	100.00	-
1 DEWALT 1/2" ELEC DRILL	11/24/2004	100.00	-
1 DEWALT 3/8" ELEC DRILL	11/24/2004	100.00	-
1 MILWAKEE 1/2" ELEC DRILL	11/24/2004	100.00	-
1 PUMA 3/4" IMPACT WRENCH	11/24/2004	100.00	-
1 IR 3/8" IMPACT WRENCH	11/24/2004	100.00	-
1 1" IMPACT WRENCH	11/24/2004	100.00	-
1 HOUGAN MAGNETIC DRILL	11/24/2004	100.00	-
1 ROSEBUD TIP FOR TORCH	11/24/2004	50.00	-
Wire Deck & Beams	6/24/2014	-	-
Shepherd Cable Cylinder	9/25/2014	-	-
Vertical Bank Saw - Capital Machine	10/29/2014	-	-
Plant Equipment		3,590,830.92	20,492.68

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